

1 Kevin R. Harper, State Bar No. 019118  
HARPER LAW PLC  
2 One North Central Avenue, Suite 1130  
Phoenix, Arizona 85004  
3 Tel. 602.256.6400  
Fax 602.256.6418  
4 krh@harperlawaarizona.com

5 *Attorney for Plaintiffs*

6 MARICOPA COUNTY SUPERIOR COURT  
7 STATE OF ARIZONA

8 LITTLE ISLE IV, LLC, a Delaware Limited  
9 Liability Company; ULA MAKIKA, LLC, a  
Delaware Limited Liability Company; and  
10 PHILIP A. KENNER,

11 *Plaintiffs,*

12 *vs.*

13 KENNETH A. JOWDY; JOHN AND JANE  
14 DOES I-X; and BLACK AND WHITE  
COMPANIES I-X,

15 *Defendants.*

No.

CV2008-026850

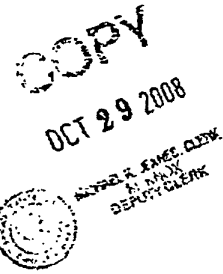
COMPLAINT

(Jury Trial Demanded)

16 Plaintiffs Little Isle IV, LLC ("Little Isle IV"), Ula Makika, LLC ("Ula Makika"), and  
17 Philip Kenner, by and through undersigned counsel, for their Complaint against Defendant  
18 Kenneth Jowdy, allege as follows:

19 **PARTIES AND JURISDICTION**

- 20 1. Plaintiff Little Isle IV, LLC is a Delaware Corporation authorized to conduct  
21 business and conducting business in Arizona.  
22 2. Plaintiff Ula Makika, LLC is a Delaware Corporation authorized to conduct  
23 business and conducting business in Arizona.  
24 3. Plaintiff Phillip Kenner is, and at all times material hereto was, a resident of the  
25 State of Arizona.  
26



104

1           4.     Plaintiff Phillip Kenner is the managing member of Plaintiffs Little Isle IV, LLC  
2     and Ula Makika, LLC

3           5.     Upon information and belief, Defendant Kenneth Jowdy is a part-time resident of  
4     the States of Connecticut and Nevada, and the country of Mexico.

5           6.     The true identities of Defendants John and Jane Does I-X and Black and White  
6     Companies I-X are unknown to Plaintiff at the present time, but may have been joint tortfeasors  
7     and/or otherwise legally responsible in some manner for the events and actions that are the  
8     subject of this Complaint and contributed to Plaintiff's injuries and damages. Plaintiff will seek  
9     leave to amend to show the true names, capacities, and/or relationships when they have been  
10    ascertained.

11          7.     Some of the events alleged in this Complaint occurred in Arizona. Defendant is or  
12    was present in Arizona, doing business in Arizona, and/or caused events to occur in Arizona out  
13    of which Plaintiffs' cause of action arises. The amount in controversy exceeds the minimal  
14    jurisdictional amount.

15          8.     Jurisdiction and venue are proper in this Court.

16                                   **GENERAL ALLEGATIONS**

17          9.     Defendant and Plaintiff Philip Kenner have had a personal and business  
18    relationship for several years. As a result of that relationship, Kenner came to trust and rely  
19    upon Jowdy.

20          10.    Beginning in or about October 2004, Jowdy approached Kenner requesting that  
21    Kenner provide funds to help finance various personal and/or business ventures Jowdy was  
22    involved in.

23          11.    Although specific terms, including repayment terms, were not always discussed,  
24    Jowdy represented that all the loans would be repaid in a reasonable period of time with a  
25    general understanding that amounts would be payable within months, not years.

1           12. On the occasion of each loan, Jowdy further promised to repay not only the  
2 principle, but an additional amount as interest or profit. The amount of such return was not  
3 specified on most occasions.

4           13. On the occasion of each loan request, Defendant instructed Plaintiff Kenner where  
5 to deliver the funds. Except for the case payments directly from Kenner to Jowdy, the payments  
6 were made via wire transactions from one of the Plaintiff entities to a recipient named by  
7 Jowdy.

8           14. Upon information and belief, some of the wire recipients were creditors to whom  
9 Jowdy owed money.

10           15. Upon information and belief, other wire recipients, including but not limited to  
11 Baja Development Corp., Diamante Del Mar, LLC, and Propiedades DDM, are business  
12 entities managed and/or controlled by Jowdy.

13           16. Upon information and belief, Jowdy has commingled and intermingled funds and  
14 other assets of such entities with his personal funds and assets for his own convenience and to  
15 evade payment of the companies' obligations.

16           17. Upon information and belief, Defendant has and continues to divert funds and  
17 other assets of such companies to non-corporate uses.

18           18. Upon information and belief, said corporate entities have ignored corporate and  
19 other formalities under the leadership of Defendant.

20           19. Upon information and belief, said corporate entities have been at all relevant times  
21 substantially undercapitalized, without sufficient assets, and unable to perform their obligations,  
22 including their obligations to Plaintiffs.

23           20. Upon information and belief, Defendant treated the assets of said corporate  
24 entities as his own.  
25  
26

1           21. Upon information and belief, Defendant diverted assets from said corporate  
2 entities to himself and/or other entities to the detriment of creditors, including Plaintiffs.

3           22. Upon information and belief, Defendant contracted with Plaintiff via said  
4 corporate entities with the intent to avoid personal liability for his wrongful acts.

5           23. Upon information and belief, Defendant in bad faith dominated and controlled  
6 said corporate entities with regard to the acts alleged herein as his alter ego or business conduit,  
7 sharing a unity of interest and ownership.

8           24. The corporate veil, or other protections against liability normally associated with  
9 business and corporate entities, must be disregarded in order to avoid sanctioning a fraud against  
10 Plaintiffs or otherwise promoting an injustice or inequity, and Defendant must be held  
11 personally liable for damages suffered by Plaintiff.

12           25. As detailed below, approximately \$8,000,000 was paid by Plaintiffs to Defendant,  
13 his creditors and/or companies controlled by Defendant between October 2004 and the present  
14 date.

15           26. During the course of these transactions, Defendant did make limited payments to  
16 Plaintiffs in order to further earn Plaintiffs' trust and convince Plaintiffs to provide additional  
17 funds.

18           27. Defendant promised to repay Plaintiffs for any and all amounts advanced.

19           28. Despite Plaintiffs demands, Defendant has failed to repay any of the amounts  
20 loaned to him.

21           29. Plaintiffs have been damaged as a direct and proximate result of Defendant's  
22 actions and/or omissions in an amount to be proven at trial.

23           30. Plaintiffs are entitled to their attorneys' fees pursuant to A.R.S. § 12-341.01.  
24  
25  
26

**The Little Isle IV Transactions**

31. On or about October 29, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for the benefit of Defendant in the amount of \$15,000.

32. On or about November 1, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Aero Lease of Long Beach for the benefit of Defendant in the amount of \$26,469.

33. On or about November 1, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Bruce D. Greenberg, Inc. for the benefit of Defendant in the amount of \$11,000.

34. On or about November 2, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for the benefit of Defendant in the amount of \$250,000.

35. On or about November 3, 2004 Baja Development Corp. made a payment to Little Isle IV for the benefit of Defendant in the amount of \$52,469.

36. On or about November 24, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Casa de Caza for the benefit of Defendant in the amount of \$14,500.

37. On or about November 30, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for the benefit of Defendant in the amount of \$100,000.

38. On or about December 22, 2004, at Defendant's request and subject to Defendant's promise of repayment, Plaintiff Little Isle IV made a payment to Casa de Caza for the benefit of Defendant in the amount of \$15,500.

1           39. On or about January 7, 2005, at Defendant's request and subject to Defendant's  
2 promise of repayment, Plaintiff Little Isle IV made a payment to Startime Management Group  
3 for the benefit of Defendant in the amount of \$30,000.

4           40. On or about January 7, 2005, at Defendant's request and subject to Defendant's  
5 promise of repayment, Plaintiff Little Isle IV made a payment to Jim Sheppard and Rodney  
6 Dalton for the benefit of Defendant in the amount of \$750,000.

7           41. On or about January 10, 2005, at Defendant's request and subject to Defendant's  
8 promise of repayment, Plaintiff Little Isle IV made a payment to Startime Management Group  
9 for the benefit of Defendant in the amount of \$30,000.

10           42. On or about January 12, 2005, at Defendant's request and subject to Defendant's  
11 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
12 the benefit of Defendant in the amount of \$20,000.

13           43. On or about January 18, 2005, at Defendant's request and subject to Defendant's  
14 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
15 the benefit of Defendant in the amount of \$100,000.

16           44. On or about January 18, 2005, at Defendant's request and subject to Defendant's  
17 promise of repayment, Plaintiff Little Isle IV made a payment to Diamante Del Mar, LLC for  
18 the benefit of Defendant in the amount of \$250,000.

19           45. On or about February 1, 2005, at Defendant's request and subject to Defendant's  
20 promise of repayment, Plaintiff Little Isle IV made a payment to Diamante Del Mar, LLC for  
21 the benefit of Defendant in the amount of \$20,000.

22           46. On or about February 7, 2005, at Defendant's request and subject to Defendant's  
23 promise of repayment, Plaintiff Little Isle IV made a payment to Diamante Del Mar, LLC for  
24 the benefit of Defendant in the amount of \$300,000  
25  
26

1           47. On or about February 25, 2005, at Defendant's request and subject to Defendant's  
2 promise of repayment, Plaintiff Little Isle IV made a payment to Jim Sheppard and Rodney  
3 Dalton for the benefit of Defendant in the amount of \$100,000.

4           48. On or about March 14, 2005, at Defendant's request and subject to Defendant's  
5 promise of repayment, Plaintiff Little Isle IV made a payment to Diamante Del Mar, LLC for  
6 the benefit of Defendant in the amount of \$100,000.

7           49. On or about March 15, 2005, at Defendant's request and subject to Defendant's  
8 promise of repayment, Plaintiff Little Isle IV made a payment to Diamante Del Mar, LLC for  
9 the benefit of Defendant in the amount of \$75,000.

10           50. On or about March 28, 2005 Diamante Del Mar, LLC made a payment to Plaintiff  
11 Little Isle IV for the benefit of Defendant in the amount of \$50,000.

12           51. On or about April 12, 2005, at Defendant's request and subject to Defendant's  
13 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
14 the benefit of Defendant in the amount of \$240,000.

15           52. On or about April 18, 2005, at Defendant's request and subject to Defendant's  
16 promise of repayment, Plaintiff Little Isle IV made a payment to Insured Aircraft Title Service,  
17 Inc. for the benefit of Defendant in the amount of \$200,000.

18           53. On or about April 21, 2005, at Defendant's request and subject to Defendant's  
19 promise of repayment, Plaintiff Little Isle IV made a payment to Insured Aircraft Title Service,  
20 Inc. for the benefit of Defendant in the amount of \$800,000.

21           54. On or about April 26, 2005 Insured Aircraft Title Service, Inc. made a payment to  
22 Plaintiff Little Isle IV for the benefit of Defendant in the amount of \$200,000.

23           55. On or about April 26, 2005 Insured Aircraft Title Service, Inc. made a payment to  
24 Plaintiff Little Isle IV for the benefit of Defendant in the amount of \$800,000.

1           56. On or about April 26, 2005, at Defendant's request and subject to Defendant's  
2 promise of repayment, Plaintiff Little Isle IV made a payment to Mount Zion Commercial  
3 Services for the benefit of Defendant in the amount of \$175,000.

4           57. On or about April 27, 2005, at Defendant's request and subject to Defendant's  
5 promise of repayment, Plaintiff Little Isle IV made a payment to Mount Zion Commercial  
6 Services for the benefit of Defendant in the amount of \$87,500.

7           58. On or about May 4, 2005, at Defendant's request and subject to Defendant's  
8 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
9 the benefit of Defendant in the amount of \$75,000.

10          59. On or about May 4, 2005, at Defendant's request and subject to Defendant's  
11 promise of repayment, Plaintiff Little Isle IV made a payment to Atilio Colli Villarino for the  
12 benefit of Defendant in the amount of \$350,000.

13          60. On or about May 17, 2005, at Defendant's request and subject to Defendant's  
14 promise of repayment, Plaintiff Little Isle IV made a payment to Atilio Colli Villarino for the  
15 benefit of Defendant in the amount of \$350,000.

16          61. On or about May 18, 2005, at Defendant's request and subject to Defendant's  
17 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
18 the benefit of Defendant in the amount of \$45,000.

19          62. On or about June 2, 2005, at Defendant's request and subject to Defendant's  
20 promise of repayment, Plaintiff Little Isle IV made a payment to Metro Jet, LLC for the benefit  
21 of Defendant in the amount of \$30,000.

22          63. On or about June 23, 2005, at Defendant's request and subject to Defendant's  
23 promise of repayment, Plaintiff Little Isle IV made a payment to Startime Management Group  
24 for the benefit of Defendant in the amount of \$40,000.



1           64. On or about June 27, 2005, at Defendant's request and subject to Defendant's  
2 promise of repayment, Plaintiff Little Isle IV made a payment to LOR Management S.A. de  
3 C.V. for the benefit of Defendant in the amount of \$40,000.

4           65. On or about July 19, 2005, at Defendant's request and subject to Defendant's  
5 promise of repayment, Plaintiff Little Isle IV made a payment to Baja Development Corp. for  
6 the benefit of Defendant in the amount of \$15,000.

7           66. On or about July 19, 2005, at Defendant's request and subject to Defendant's  
8 promise of repayment, Plaintiff Little Isle IV made a payment to Propiedades DDM S. de R.L.  
9 de C.V. for the benefit of Defendant in the amount of \$1,500,000.

10           67. From October 2004 through July 2005 Plaintiff Little Isle IV made a total of  
11 \$6,154,969 in payments to Defendant, Defendant's creditors, and/or to Defendant's business  
12 ventures and received \$1,102,469 in repayment.

13                           **The Ula Makika Transactions**

14           68. On or about May 17, 2005, at Defendant's request and subject to Defendant's  
15 promise of repayment, Plaintiff Ula Makika made a payment to Atilio Colli Villarino for the  
16 benefit of Defendant in the amount of \$325,000.

17           69. On or about May 18, 2005, at Defendant's request and subject to Defendant's  
18 promise of repayment, Plaintiff Ula Makika made a payment to Atilio Colli Villarino for the  
19 benefit of Defendant in the amount of \$225,000.

20           70. On or about June 5, 2005, at Defendant's request and subject to Defendant's  
21 promise of repayment, Plaintiff Ula Makika made a payment to Insured Aircraft Title Service,  
22 Inc. for the benefit of Defendant in the amount of \$390,000.

23           71. On or about June 3, 2005 Propiedades DDM S. de R.L. de C.V. made a payment  
24 to Plaintiff Ula Makika for the benefit of Defendant in the amount of \$400,000.  
25  
26

1 72. On or about July 19, 2005, at Defendant's request and subject to Defendant's  
2 promise of repayment, Plaintiff Ula Makika made a payment to Baja Development Corp. for the  
3 benefit of Defendant in the amount of \$50,000.

4 73. On or about July 19, 2005, at Defendant's request and subject to Defendant's  
5 promise of repayment, Plaintiff Ula Makika made a payment to Diamante Del Mar, LLC for the  
6 benefit of Defendant in the amount of \$50,000.

7 74. On or about July 26, 2005, at Defendant's request and subject to Defendant's  
8 promise of repayment, Plaintiff Ula Makika made a payment to Baja Development Corp. for the  
9 benefit of Defendant in the amount of \$95,000.

10 75. On or about August 8, 2005 Baja Development Corp. made a payment to Plaintiff  
11 Ula Makika for the benefit of Defendant in the amount of \$100,000.

12 76. On or about August 18, 2005, at Defendant's request and subject to Defendant's  
13 promise of repayment, Plaintiff Ula Makika made a payment to Propiedades DDM S. de R.L. de  
14 C.V. for the benefit of Defendant in the amount of \$40,000.

15 77. On or about August 26, 2005, at Defendant's request and subject to Defendant's  
16 promise of repayment, Plaintiff Ula Makika made a payment to Propiedades DDM S. de R.L. de  
17 C.V. for the benefit of Defendant in the amount of \$25,000.

18 78. On or about August 26, 2005, at Defendant's request and subject to Defendant's  
19 promise of repayment, Plaintiff Ula Makika made a payment to Baja Development Corp. for the  
20 benefit of Defendant in the amount of \$110,000.

21 79. In or about August 2005 Mark Thalmann made payment to Ula Makika for the  
22 benefit of Defendant for the benefit of Defendant in the amount of \$223,000.

23 80. On or about September 12, 2005 Mark Thalmann made a payment to Ula Makika  
24 for the benefit of Defendant in the amount of \$25,000.  
25  
26

1           81. On or about September 15, 2005 Baja Development Corp. made a payment to Ula  
2 Makika for the benefit of Defendant in the amount of \$25,000.

3           82. On or about September 23, 2005, at Defendant's request and subject to  
4 Defendant's promise of repayment, Plaintiff Ula Makika made a payment to LOR Management  
5 S.A. de C.V. for the benefit of Defendant in the amount of \$40,000.

6           83. On or about September 23, 2005, at Defendant's request and subject to  
7 Defendant's promise of repayment, Plaintiff Ula Makika made a payment to Baja Development  
8 Corp. for the benefit of Defendant in the amount of \$50,000.

9           84. On or about November 8, 2005, at Defendant's request and subject to Defendant's  
10 promise of repayment, Plaintiff Ula Makika made a payment to Baja Development Corp. for the  
11 benefit of Defendant in the amount of \$15,000.

12           85. On or about November 15, 2005, at Defendant's request and subject to  
13 Defendant's promise of repayment, Plaintiff Ula Makika made a payment to Diamante Del Mar,  
14 LLC for the benefit of Defendant in the amount of \$40,000.

15           86. On or about November 21, 2005 Diamante Del Mar, LLC made a payment to  
16 Plaintiff Ula Makika for the benefit of Defendant in the amount of \$40,000.

17           87. On or about December 9, 2005, at Defendant's request and subject to Defendant's  
18 promise of repayment, Plaintiff Ula Makika made a payment to Diamante Air, LLC for the  
19 benefit of Defendant in the amount of \$10,000.

20           88. On or about February 3, 2006, at Defendant's request and subject to Defendant's  
21 promise of repayment, Plaintiff Ula Makika made a payment to Baja Development Corp. for the  
22 benefit of Defendant in the amount of \$20,000.

23           89. On or about February 14, 2006 Baja Development Corp. made a payment to  
24 Plaintiff Ula Makika for the benefit of Defendant in the amount of \$50,000.

1 90. On or about February 24, 2006 Baja Development Corp. made a payment to  
2 Plaintiff Ula Makika for the benefit of Defendant in the amount of \$50,000.

3 91. On or about March 2, 2006 Baja Development Corp. made a payment to Plaintiff  
4 Ula Makika for the benefit of Defendant in the amount of \$70,000.

5 92. On or about March 13, 2006 Baja Development Corp. made a payment to Plaintiff  
6 Ula Makika for the benefit of Defendant in the amount of \$20,000.

7 93. On or about March 14, 2006 Baja Development Corp. made a payment to Plaintiff  
8 Ula Makika for the benefit of Defendant in the amount of \$30,000.

9 94. On or about March 24, 2006 Baja Development Corp. made a payment to Plaintiff  
10 Ula Makika for the benefit of Defendant in the amount of \$90,000.

11 95. From May 2005 through February 2006 Plaintiff Ula Makika made a total of  
12 \$1,485,000 in payments to Defendant, Defendant's creditors, and/or to Defendant's business  
13 ventures and received \$1,123,000 in repayment.

14 **The Philip Kenner Transactions**

15 96. In or about October 2002, Jowdy promised to pay Kenner \$500,000 as an  
16 incentive for Kenner to leave his current employer and undertake various investment and  
17 business opportunities together with Jowdy.

18 97. Kenner accepted Jowdy's offer, left his employment, and suffered significant  
19 losses as a result, but Jowdy has failed and refused to remit the promised payment.

20 98. From October 2004 to the present, Plaintiff Phillip Kenner has loaned Defendant  
21 approximately \$400,000 in various cash payments.

22 99. Despite Plaintiff Kenner's demands, Defendant has failed to pay any of the  
23 amounts owed to Kenner.  
24  
25  
26

**COUNT ONE**  
**(Breach of Contract)**

100. Plaintiffs incorporate all foregoing allegations as if fully set forth herein.

101. One or more valid contracts existed between Plaintiffs and Defendant.

102. Defendant breached the terms of the contracts with Plaintiffs by failing and refusing to pay amounts owed in a reasonable and timely manner.

103. Plaintiffs have performed all conditions, covenants, and promises required to be performed by them in accordance with the terms and conditions of the contracts.

104. Plaintiffs have sustained damages in an amount to be proven at trial.

105. During the course of the parties' relationship Jowdy deliberately prevented Plaintiffs, by his statements and actions, from discovering the Defendant's contractual breaches.

106. Because of Plaintiffs' reasonable reliance upon Defendant's representations and actions, Plaintiffs did not discover the contractual breaches until after November 2006.

**COUNT TWO**  
**(Negligent and Intentional Misrepresentation)**

107. Plaintiffs incorporate all foregoing allegations as if fully set forth herein.

108. Defendant made the statements, misrepresentations, and omissions set forth above to Plaintiffs with the intent that they rely upon them and Plaintiffs did so rely. Plaintiffs would not have consummated the transactions but for the misrepresentations and omissions.

109. Defendant either knew that his representations were false or consciously and willfully disregarded that the representations were false. Alternatively, Defendant failed to exercise reasonable care and competence in communicating accurate or truthful statements to Plaintiffs.

110. The representations were material to Plaintiffs, who relied upon them to their detriment. Such reliance was reasonable and justified. Plaintiffs did not know the

1 representations were false and relied upon Defendant to make accurate representations and  
2 disclosures, as required by Arizona law.

3 111. Plaintiffs have been consequently and proximately injured as a result of the  
4 misrepresentations and omissions in an amount to be proven at trial.

5 112. To the extent Defendant's actions are shown to be intentional, they were carried  
6 out intentionally, maliciously, and with a conscious disregard for the interests of Plaintiffs, and  
7 specifically to obtain a pecuniary gain and, as such, have exposed Defendant to liability for  
8 exemplary and punitive damages.

9 113. During the course of the parties' relationship Jowdy deliberately prevented  
10 Plaintiffs, by his statements and actions, from discovering the fraudulent nature of Defendant's  
11 representations.

12 114. Because of Plaintiffs' reasonable reliance upon Defendant's representations and  
13 actions, Plaintiffs did not discover the fraudulent nature of those representations until after  
14 November 2006.

15 **COUNT THREE**  
16 **(Breach of Fiduciary Duty)**

17 115. Plaintiffs incorporate all foregoing allegations as if fully set forth herein.

18 116. Defendant had a duty to act for the benefit of Plaintiffs, particularly with regard to  
19 the use and management of the funds paid to and/or on behalf of Defendant, which funds  
20 Defendant promised to repay in a timely manner.

21 117. Defendant breached his duty by failing to repay Plaintiffs the money invested in  
22 Defendant's business ventures.

23 118. Plaintiffs have sustained damages in an amount to be proven at trial.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff demands and prays for judgment as follows:

26 (A) Awarding judgment in Plaintiffs' favor and against Defendant;

1 (B) Awarding Plaintiffs all of their damages as proven at trial, including but not  
2 limited to contract damages, compensatory damages, as well as punitive or exemplary damages  
3 as may be appropriate;

4 (C) Awarding Plaintiffs their costs of suit and reasonable attorneys' fees pursuant to  
5 the terms of the contracts and A.R.S. § 12-341.01;

6 (D) Awarding Plaintiffs such further relief as this Court deems just and proper.  
7

8 RESPECTFULLY SUBMITTED this 28 day of October, 2008.  
9

10 HARPER LAW PLC

11  
12  
13 By  \_\_\_\_\_

14 Kevin R. Harper  
15 Attorney for Plaintiff  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26